



LAW DEPARTMENT

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August 20, 2025

HONORABLE CITY COUNCIL

RE: TRANSCARE DETROIT INC. (JOEY HUNTER) V CITY OF DETROIT
CASE NO: 24-155895-GC
FILE NO: L24-01151 (RJB)

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$4,700.00) and 00/Cents** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$4,700.00) and 00/Cents** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **TRANSCARE DETROIT INC. and THEIR attorney, APPLEBAUM & STONE, PLC** to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 24-155895-GC, approved by the Law Department.

Respectfully submitted,

Robyn J. Brooks

Robyn J. Brooks
Sr. Assistant Corporation Counsel

APPROVED:
CONRAD MALLET
Corporation Counsel

BY: /s/ *Krystal A. Crittendon*
 Krystal A. Crittendon
 Supervising Assistant Corporation Counsel

Attachments

R E S O L U T I O N

BY COUNCIL MEMBER _____ :

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$4,700.00) and 00/Cents**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **TRANSCARE DETROIT, INC. (JOEY HUNTER) and THEIR attorney, APPLEBAUM & STONE, PLC** in the amount of **FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$4,700.00) and 00/Cents** in full payment for any and all claims which **TRANSCARE DETROIT INC.** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about **12/30/2023**, and otherwise set forth in Case No.24-155895 GC, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No.24-155895-GC and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

APPROVED:
CONRAD MALLET
Corporation Counsel

BY: */s/ Krystal A. Crittendon*
Krystal A. Crittendon
Supervising Assistant Corporation Counsel

Approved by City Council: _____

Approved by the Mayor: _____

L A W S U I T S E T T L E M E N T M E M O R A N D U M

**TRANSCARE DETROIT INC. (Joey Hunter) v CITY OF DETROIT
24-155895-GC
L24-01151 (RJB)**

PLAINTIFF'S NAME: TRANSCARE DETROIT, INC.

DATE OF INCIDENT: December 30, 2023

TIME OF INCIDENT: Multiple (Dates of Service)

LOCATION OF INCIDENT: Cass / Hancock

SUMMARY OF INCIDENT: This case involves a claim for reimbursement of PIP benefits by a medical treater provider. The instant litigation arose when the underlying claimant was a passenger on a City of Detroit coach on December 30, 2023.

The city coach was travelling south on Cass Avenue through the intersection at Hancock Street when the co-defendant's vehicle disregarded the stop sign on westbound Hancock Street and suddenly struck the City of Detroit's coach at a high rate of speed. Several passengers on the bus were injured. The underlying claimant suffered various injuries to his neck, knees, and back and was immediately conveyed to Detroit Receiving Hospital by EMS Medic 3.

The medical provider sues to recover payment for the follow-up medical treatment services that it rendered to the underlying claimant, because of the accident pursuant to the Michigan No-Fault Act

MEDICAL TREATMENT/DIAGNOSIS: This is a claim for medical provider reimbursement only. The underlying claimant was treated at Detroit Receiving Hospital emergency room where the trauma specialists received his account of the accident and conducted a thorough physical examination which included x-rays. He was diagnosed with cervical and lumbar strains, right and left knee contusions.

He was discharged and instructed to follow up with his primary physician. He complied with the instructions and went to his primary physician who referred him to various other medical treaters for various MRIs of his lumbar, cervical spine and knees as well as physical therapy. He underwent therapy three times a week for approximately 12 weeks. Additionally, upon completion and review of the MRIs he had to undergo lumbar facet medial nerve branch block injections. The results confirmed his initial complaints. The MRIs further revealed inflammatory changes, strains and sprains of the anterior cruciate ligament and arthritis. The plaintiff provided all medical transportation for the underlying claimant.

PERSONAL INJURY/PROPERTY “SPECIALS”

MEDICAL: \$10,564.05

TOTAL SPECIALS: \$10,564.05

LIABILITY/EVALUATION: In accordance with the Michigan No Fault Act, the City is liable for payment of First-Party Personal Injury Protection (PIP) benefits to individuals injured by, or on-board, a city vehicle so long as it is being used as a mode of transport at the time of the subject incident, and so long as Plaintiff has no other applicable automobile insurance. Whether the City's vehicle was operated in a negligent manner is immaterial for the purposes of a PIP claim seeking reimbursement for economic loss.

The statute also provides that a medical care provider may directly seek compensation for treatment provided to an uninsured individual sustaining a vehicle related injury. Accordingly, Plaintiff sued for payment of the medical transportation it provided to the underlying claimant, Joey Hunter, for injuries he suffered while he was a passenger upon a City coach.

In the instant matter, Plaintiff, who was the medical provider, provided medical transportation for the underlying claimant, who had no insurance coverage and was injured while a passenger on a city coach that was being used as a motor vehicle. Accordingly, the city is liable for payment of benefits. These benefits include the cost of all reasonable and necessary medical treatment, medical care related transportation, mileage costs, and prescriptions. Failure to pay the benefits within 30 days after receipt of proof of loss subjects the City to liability for statutory penalty interest and attorney fees.

Regardless of the serious nature of the underlying claimant objectively verified injury, Plaintiff seeks a \$4,700.00 settlement of its claim in this matter. This sum is consistent with the adjustors valuation of Plaintiff's damage and precludes any possibility of an adverse verdict far in excess of the amount Plaintiff seeks in settlement.

Given the testimony of the treating doctors of the underlying claimant, a trier of fact will determine that payments should have been made on behalf of the Plaintiff.

AMOUNT OF SETTLEMENT

RECOMMENDED: \$4,700.00

RISK MANAGEMENT

MEASURES: The Law Department does not believe that this matter warrants risk management review.

**PRIVILEGED and CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

**ROBYN J. BROOKS
LAWSUIT SETTLEMENT
\$4,700.00**